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**CONTRACTS—PUBLIC POLICY—INDEMNITY FOR ILLEGAL ACT.**—The defendant sold to the plaintiff an alleged non-intoxicating drink, warranting it as such and agreeing to indemnify the purchaser, a local merchant, for any damages resulting from a prosecution under the local option laws. The plaintiff sold the beverage in good faith but was convicted. In a suit on the contract of indemnity, *held*, the agreement was not against public policy and the plaintiff could recover. *Owens v. Henderson Brewing Co.* (Ky. 1919) 215 S. W. 90.

Courts are generally reluctant to declare contracts void as against public policy. See *Equitable Loan & Security Co. v. Waring* (1903) 117 Ga. 599, 654, 44 S. E. 320. But when a contract clearly appears to be against the best interests of the public, see *Wood v. Casserleigh* (1902) 30 Colo. 287, 291, 71 Pac. 360, as when the consideration given is illegal, *Arnold v. Clifford* (C. C. 1835) Fed. Cas. No. 555; *Webber's Executors v. Blunt* (N. Y. 1838) 19 Wend. 188, or its express object is to violate the law, *Kohn v. Melcher* (C. C. 1890) 43 Fed. 641; *Ernst v. Crosby* (1893) 140 N. Y. 364, 35 N. E. 603, or its illegal tendency is apparent on its face, *Thompson v. Whitman* (1856) 49 N. C. 47, it is invalid. Similarly void is an agreement of indemnity against the consequences of an act which the parties know to be illegal. *Atkins v. Johnson* (1870) 43 Vt. 78; *Webber's Executors v. Blunt*, *supra*. But a contract by an author to defend any libel suits brought against the publisher is valid, if nothing in the character of the books was necessarily libellous. *Jewett Publishing Co. v. Butler* (1893) 159 Mass. 517, 34 N. E. 1087. And a contract of indemnity for the consequences of an act apparently legal is valid, even though the act proves to be a trespass. *Coventry v. Barton* (N. Y. 1819) 17 Johns. 142; *Marcy v. Crawford* (1844) 16 Conn. 549; but see *Cumpston v. Lambert* (1849) 18 Ohio 81. Mere knowledge of the other parties' illegal purpose does invalidate an agreement. See *Tracy v. Talmadge* (1856) 14 N. Y. 162, 176. *A fortiori*, where an agreement is lawful on its face and one party intends lawfully to fulfill its terms, as in the instant case, he is entitled to relief even though the other party has a secret illegal purpose. *Pixley v. Boynton* (1875) 79 Ill. 351; but *cf. Labbe v. Corbett* (1888) 69 Tex. 503, 6 S. W. 808. It was rather the defendant's wilful breach of the contract than its fulfillment, which caused the commission of the illegal act. *Contra, Houston Ice & Brewing Co. v. Sneed* (1910) 63 Tex. Civ. App. 17, 132 S. W. 386.

**DEEDS—MARRIED WOMAN—SUBSEQUENT RATIFICATION.**—The plaintiff, a married woman, executed a deed purporting to convey certain land to the defendant, but failed to comply with statutory provisions requiring the written assent of her husband; and received in payment promissory notes and a mortgage on the land. After her husband's death she advertised the land for sale under the mortgage. But subsequently when tendered the amount of the notes, she called the sale off and brought an action of ejectment, the defendant seeking specific performance of the sale in the same action. *Held*, two judges dissenting, that specific performance should be decreed. *Sills v. Bethea* (N. C. 1919) 100 S. E. 593.

While a defective deed may sometimes be treated as an agreement to convey, *cf. Brown v. Dressler* (1894) 125 Mo. 589, 29 S. W. 13, in the instant case the requirements of the North Carolina statute, Laws of 1911, c. 109, removing the disability of married women were not complied with, and the act of the plaintiff considered either as a deed